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**LABOR AGREEMENT  
BETWEEN  
BOROUGH OF CLEMENTON  
AND  
FOP N.J. LABOR COUNCIL  
&  
CLEMENTON POLICE ASSOCIATION**

**January 1, 2010 through December 31, 2014**

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## **Preamble**

This agreement, effective January 1, 2010, is entered into between the Borough of Clementon, a Municipal Corporation of the State of New Jersey, with its principal place of business located at 101 Gibbsboro Road, Clementon, NJ 08021 ("Clementon") and the Fraternal Order of Police N.J. Labor Council ("FOP") and the Clementon Police Association ("CPA" or "Bargaining Unit").

## **Article I**

### **Union Recognition**

Clementon agrees to recognize the FOP and the CPA as the sole and exclusive collective bargaining representatives of all full-time Patrolmen and Sergeants of the Clementon Police Department.

It is further understood that no agreement with any outside agency, entity, person, or group, including the federal government, regarding substantial changes in working conditions or equipment shall be agreed to by Clementon without the approval of the FOP and the CPA.

## **Article II**

### **Contract Period**

This agreement shall be effective January 1, 2010 and shall remain in full force and effect until December 31, 2014. Negotiation of a successor contract shall commence on or about October 30, 2014, upon written notice by one party to the other at least 120 days prior to the expiration date of this agreement. In the absence of such notification, this agreement shall continue for an additional term of one (1) year and the parties shall be bound by the terms and conditions thereof.

## **Article III**

### **Hours of Work**

The normal work day or shift shall consist of 12 hours for each 24-hour period. The normal work week shall consist of 42 hours.

## **Article IV**

### **Labor and Management Rights**

It is understood that this labor agreement is pursuant to the Labor Management Act of the State of New Jersey. Accordingly, the powers, rights, prerogatives, duties, responsibilities and authority of the parties stem from such law. During the actual contract negotiations, however, said payment shall not exceed three (3) hours per week for each

representative. Payment shall be made only if the negotiations take place within the representative's regularly scheduled tour of duty.

### **Article V Dues Deductions**

Prior to ratification of the contract, Clementon will receive from the CPA duly executed CPA membership and dues deduction cards from all employees who have signed said cards.

The dues at the rate of \$10.00 weekly will be deducted from the employees' paychecks each week and remitted to the CPA.

It is understood and agreed that the CPA may from time to time, change the dues or the rate thereof. In the event that such a change is made, the CPA will notify Clementon in writing. Thereafter, the dues will be deducted in accordance with this article so long as the appropriate membership and dues deduction cards are presented to Clementon setting forth the authorization to deduct the newly established dues.

### **Article VI Strike Ban**

Adequate procedures having been provided for the equitable settlement of grievances arising out of this agreement, the parties agree that there shall not be, and that the FOP and the CPA and its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations, mass absenteeism (i.e. sickout), or other suspension of or interfering with the normal work performance of the Clementon Police Department.

### **Article VII Joint FOP NJ Labor Council & CPA/Management Committee**

Because it is the goal of employer and employee to maintain amicable relationships, a committee shall be established to meet from time to time for the purpose of reviewing the administration of the agreement and to discuss problems of mutual concern. This committee shall meet when deemed appropriate, and is not intended to bypass the grievance procedure, nor is it to be considered as a formal party to the agreement for the purpose of contract negotiations. If either party requests a meeting, it shall take place within ten (10) days, unless both parties agree to extend beyond this time frame.

The committee is intended to promote a better line of communication between Clementon and the FOP and the CPA on matters which arise, from time to time, over the interpretation and application of the agreement. Additionally, the committee is intended to exchange and furnish general information of interest to the parties; to allow the FOP and

the CPA representative(s) to express their views and/or to make suggestions on subjects of mutual interest; to advocate the promotion of education and training, the elimination of waste, the improvement of working conditions, the uplifting of morale, and other items of mutual interest. The regularly named public safety committee for Clementon shall be members of the joint FOP and the CPA/Management Committee. The CPA shall nominate and appoint its own members.

## **Article VIII** **Grievance Procedure**

**A. Purpose:**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment.

**B. Definition:**

The term "grievance" as used herein means a complaint by an employee that, as to him or her there has been an inequitable, improper or unjust application, interpretation, or violation of this agreement. A disciplinary proceeding shall not be subject to the grievance procedure.

### **Step 1**

As to grievance, the aggrieved employee shall present the grievance, orally or in writing, to his/her immediate superior. The grievance must be presented within five (5) working days of its occurrence or knowledge of its occurrence. The superior will give his answer, orally or in writing, within three (3) working days of the date of the presentation of the grievance.

### **Step 2**

If the grievance is not settled in Step 1, it shall be reduced to writing and presented through the chain of command to the level that would have control over the aggrieved matter.

The Chief of Police should be included in the decision. The grievance shall be prepared in detail and dated. Said responsible level will reply in writing within five (5) working days of the date of the presentation of the written grievance. The aggrieved employee may be represented by legal counsel in presenting his grievance.

### **Step 3**

If the grievance is not settled in Step 2, the written grievance shall be presented to Clementon Council within five (5) working days after the response is given. Clementon Council, after a grievance hearing at which time the employee shall have the right to have his/her representative present, shall reply to the grievance in writing within seven (7) days of the date of the presentation of the written grievance (Saturdays, Sundays and Holidays excluded.)

### **Step 4**

If the aggrieved party is not satisfied with the decision, the matter will be submitted to binding arbitration per regulations of the Public Employment Relations Commission ("PERC"). Any party retaining legal counsel under Step 2, 3 or 4 will be responsible for the cost of said legal counsel. The cost of binding arbitration shall be shared equally by both parties.

## **Article IX**

### **Personnel File**

It is understood that personnel files are maintained on each covered employee. These files are confidential and not for public inspection and review. An officer shall have the right to inspect his or her personnel file, providing arrangements are made with a designated superior, in advance of such inspection. This privilege of inspection also includes the right to make copies of appropriate documents from said file. The officer agrees that he/she shall give reasonable notice providing for a reasonable time and date for the inspection. These files may be inspected only when a superior is present.

An officer will be notified in writing if any material is to be placed in his or her personnel file.

## **Article X**

### **Elected or Appointed Officials**

In the event that an officer has been elected or appointed as an official of a government entity, he/she shall be permitted to participate in the regularly scheduled meetings of said governmental entity, without loss of pay, so long as all of the following elements are met:

- A. The meeting of the governmental entity is held during the time when the officer is regularly scheduled to work.

- B. The yearly schedule of meetings must be supplied to Clementon within 30 days after the officer is elected or appointed to the governmental entity. Said schedule of meetings must cover the entire balance of that calendar year.
- C. For each successive year, the schedule of meetings must be submitted within 30 days of the year's first meeting.
- D. Any member who becomes an elected official of the FOP, the same above guidelines shall be adhered to.

## **Article XI Scheduling**

Recognizing the concept of a 42-hour workweek, it is agreed that a serious attempt will be made to establish fair and equitable scheduling. Schedules shall be drafted and arranged for a minimum of a 3-month period and will not change during that time, except in the case of emergency or a problem with available manpower. The schedules shall be posted at least 14 days prior to the commencement of the 3-month work period.

Clementon further agrees to maintain a minimum of two (2) officers per 12-hour shift. No officer shall be required to work alone for any period of time during his/her scheduled shift.

Clementon and the CPA acknowledge and accept Clementon's current work schedule and any future schedule changes would be subject to opening of the agreement for negotiations regarding scheduling.

## **Article XII Flexibility of Assignment**

Due to the "unique nature" of police employment, officers may be reassigned to perform any duty relating to the profession of police officer. Naturally, a good faith effort shall be made by the Chief of Police to maintain regular and specific assignments. These reassessments may include, but not be limited to, the following:

- A. Prevention and detection of crime.
- B. Enforcement of laws and ordinances.
- C. Protection of life and property.
- D. Arrest of violators of the laws.
- E. Direction of traffic.

- F. Regulation of non-criminal behavior of the citizenry.
- G. Preservation of the peace.

An exception to the specific duties can be made where employees are on medical limited duty and cannot perform said duties. Clementon and the CPA acknowledges that a police officer's primary responsibility is to perform police duties and his/her energies shall be directed toward this primary responsibility except in cases of emergency or special circumstances.

### **Article XIII Overtime**

After completion of a 12-hour work day/shift and the officer is directed by the Chief of Police or his/her designee to work additional time, the officer shall be paid one and one half times his/her hourly rate of pay for all hours over and above the normal 12-hour shift. Since overtime represents additional income for the officers covered by this contract, a good faith effort shall be made by the Chief of Police or his/her designee to equitably distribute the overtime assignments. Overtime shall first be offered to any police officer who has not worked the preceding 12 hours. In the event an officer is required to report back to work during an overtime other than during his/her regular schedule of duty, he/she shall be guaranteed a minimum of four (4) hours of overtime pay, regardless of the number of hours actually worked. If any portion of the overtime coincides with the officer's normal and regular schedule, the hours falling within that schedule shall be compensated in accordance with the normal rate for the scheduled time. In the event the officer works beyond his/her normal schedule of duty to finish bookkeeping or paperwork or to complete an assignment which was commenced prior to the expiration of the schedule, this 4-hour minimum provision shall not apply.

All earned overtime pay shall be paid in the next succeeding pay period.

### **Article XIV Compensatory Time**

Each officer working 12-hour rotating shifts during the calendar year will receive 144 hours of compensatory time on January 1<sup>st</sup> of each year to offset additional hours worked due to the 12-hour work schedule. There will be no payment for any of the compensatory time. Compensatory time not used during the calendar year shall be forfeited. All compensatory time must be taken prior to December 1<sup>st</sup> of each year unless scheduled and approved by the Chief of Police or his designee for use during the month of December. Under no circumstances will compensatory time not used carry over to the next calendar year. However, if an officer is injured on the job and is unable to use comp time scheduled during November or December, the Governing Body has the sole discretion to allow the

unused comp time to be carried over and used the following year. If for any reason an officer leaves employment with Clementon, compensatory time allowed will be pro-rated on a monthly basis. If the officer used more compensatory time than the pro-rated amount, the officer shall reimburse Clementon for the additional time used. In the event an officer owes Clementon for compensatory time, the amount owed shall be deducted from the officer's final paycheck. Officers electing to use compensatory time must use the time in 4-, 8- or 12-hour intervals without causing overtime, with the approval of the Chief of Police.

## Article XV Court Time

In the event an officer is required to report to court, other than on regular scheduled hours of work, Clementon agrees that he/she will be paid a minimum, at time and one half, regardless of the number of hours actually spent at the court. In the event the officer is required to spend time in excess of the minimum hours, he/she will be paid the additional hours at time and one half the hourly rate in accordance with the following schedule:

- A. Clementon Municipal Court - Minimum of two (2) hour's pay.
- B. All other courts (out of town) - Minimum guarantee of four (4) hours pay during the time that an officer is in attendance at court. He/she will be paid at the above-stated court time rate.

The officer shall normally not be required to perform duties unrelated to the specific court appearance. In the event an officer is directed to perform other duties, he/she shall be paid the appropriate pay rate.

- C. Jury Duty. In the event an officer is selected to serve jury duty, the time served would be considered the officer's normal day/shift and shall be paid his/her regular stipend.
- D. Civil Court/Deposition - Minimum of two (2) hours pay at time and one half.

All requests for officers to appear in court or at a deposition in response to a civil subpoena shall be handled and approved through the office of the Chief of Police. Officers who may have to appear for a civil trial or deposition will be placed on "on call status" and if needed, shall report to court within 30 minutes of being contacted by the Chief of Police or his designee. This section shall not be confused with Article XVI below. Officers will not be paid the minimum 2-hour civil court time unless he/she is asked to report to court.

## **Article XVI On Call Time**

Certain officers may, from time to time, be required to be on call. When the Chief of Police or his designee requires that an officer be on call, the officer shall, at all times, be within a reasonable distance so that he/she is capable of reporting for duty within 30 minutes of being called. Officers on call must be available by phone. While an officer is on call he/she shall not consume any alcoholic beverage and shall not engage in any activity which may render him/her unfit for duty. During each day that an officer is on call he/she will be compensated for four (4) hours pay, regardless of the time he/she is on call. Said on call pay will be based on straight time. If an officer is actually called to duty after being on call, payment shall be made in accordance with the overtime provisions of this agreement.

Any officer assigned to carry a pager/cell phone and required to be available by use of the pager/cell phone shall receive compensation in the amount of \$3 per day or \$21 per week. This would apply to any police officer or officer assigned to plainclothes duty (Detective), or any supervisory officer assigned by the Chief of Police to carry a pager/cell phone for any period of time. Payment for carrying the pager/cell phone shall be paid at the end of each normal weekly pay period.

## **Article XVII Personal Days**

Each officer shall receive four (4) 12-hour personal day(s) as follows: 2010 - four (4) days; 2011 - four (4) days; and 2012 - four (4) days; 2013 - four (4) days; and 2014 - four (4) days. Two (2) days of the four (4) days must be used by August 31<sup>st</sup> of each year.

Personal days shall be used for whatever reason at the officer's discretion, subject to prior notification to the Chief of Police. The officer shall notify the Chief of Police prior to the termination of the employee's last scheduled shift so that the Chief of Police may adequately provide for proper coverage at the next shift. Unless this notice requirement is met, the personal day may not be used or granted.

## **Article XVIII Vacation**

Permanent employees shall be granted vacation leave as follows:

- A. Vacation time in the first full year of service shall be allowed at the rate of eight (8) days and may be taken after it has been earned.

- B. Vacation time in the second, third, fourth and fifth year of service (commencing 12 full months after the date of hire) shall be allowed on the same basis as Paragraph A above.
- C. Vacation time during the sixth year of service through the eleventh year of service shall be allowed at the rate of ten (10) days per year.
- D. After the eleventh year of service, vacation days are as follows:

12 <sup>th</sup> Year of service -	11 Days
13 <sup>th</sup> Year of service -	12 Days
14 <sup>th</sup> Year of service -	13 Days
15 <sup>th</sup> - 19 <sup>th</sup> Year of service -	14 Days
20 <sup>th</sup> Year of service -	17 Days

- E. Vacation time for all employees shall be scheduled and taken within the calendar year it is earned. The vacation schedule shall be promulgated by the Chief of Police. Requests for specific vacation times and periods shall be made to the Chief of Police with sufficient advance notice so that the schedules can be made without undue burdens and hardships. It is understood that the vacations shall be scheduled in the discretion of the Chief of Police so as not to interfere with operations of the police department.
- F. Though vacations must be taken within the calendar year, as aforesaid, seven (7) vacation days may be accumulated into the following year because of the pressures of work or some other appropriate reason. The request for accumulation of vacation time must be submitted to the Chief of Police prior to the termination of the calendar year in which these vacations are earned.
- G. After the completion of one (1) full year of employment, vacation time will then be credited on January 1<sup>st</sup> of each succeeding year in anticipation of full employment for the calendar year. On the other hand, if employment ceases during that year, prior to the actual earning of the vacation time, and said employee has already taken the time contemplated by this Article, he or she will reimburse Clementon upon termination of employment, that amount of pay allotted to the vacation time which was improperly anticipated.
- H. Vacation time will be chosen by each squad, beginning with the ranking or senior officer scheduling up to two (2) calendar weeks of time, followed by officers in ranking seniority each choosing up to two (2) calendar weeks of time, before returning the schedule to the senior or ranking officer for choosing the remainder of his/her vacation time.
- I. Supervisors of a squad wishing to change their scheduled shifts must be changed with another supervisor from another squad.

## Article XIX Sick Leave

- A. The current sick leave policy shall be continued during the life of this agreement as follows:
  - (1) During the remainder of the calendar year in which an employee first acquires permanent status, that employee will accumulate sick leave privileges as earned on the basis of ten (10) hours for each month of service.
  - (2) Permanent employees starting with the second year of permanency shall be entitled to ten (10) 12-hour days, or 120 hours of sick leave each calendar year on a cumulative basis.
- B. Notice of sick leave for absences of long durations must be presented by the employee in writing to the Chief of Police. This notice must be accompanied by a written and signed statement from a physician prescribing the sick leave and giving the reason therefor.
- C. In all cases of illness, whether of short or long term, the employee is required to notify his/her supervisor as soon as possible, of the need to use the sick leave. Failure to comply with this notification procedure may be cause for denial of the sick leave for that absence, and it may constitute cause for disciplinary action. Absence without notice for five (5) consecutive days may constitute a resignation.
- D. Failure to report absences by any employee/officer may be cause for disciplinary action. A physician's certificate must be submitted for three (3) or more consecutive sick leave days. This certificate must substantiate the illness and the required sick leave time. In addition to the required physician's certificate, Clementon may require that an employee/officer show proof of his or her illness so as to prevent the abuse of sick leave. It is understood that abusing the sick leave privilege for cause other than being sick or as outlined above may result in disciplinary action.
- E. Sick leave may be utilized by members of the police department when such members are unable to perform their normal duties because of personal illness, accident, or exposure to a contagious disease. Sick leave may be utilized for the attendance upon members of the officer's immediate family who may be seriously ill. Immediate family is defined to include: spouse, child or foster child, father, mother, father or mother of spouse, sister, brother or a blood relative of wife or husband residing on a full-time basis in the officer's household. Sick time may also be used for the birth of a child or grandchild as stated in the New Jersey Family Leave Law Policy.

F. Medical Coverage:

Any officer who retires in good standing and upon eligibility with the Police and Fireman's Retirement System ("PFRS") and after meeting the minimum requirements under PFRS (i.e. age, years of service), shall continue to receive full medical coverage with the insurance carrier insured with on the day of the officer's retirement. The cost of coverage for the officer, spouse, and children up to age 21, or age of eligibility with the insurance carrier, shall be paid by Clementon.

G. Clementon may require an employee who has utilized sick leave or has been absent because of personal illness, as a condition of him or her return to work to be examined at the expense of Clementon by a designated physician. Such examination shall determine whether or not the employee is capable of performing his or her normal duties and ensure that the return will not jeopardize the health of others.

H. Upon retirement, if an employee/officer has accumulated earned sick leave, he or she shall be entitled to be compensated for 50% of such unused and accumulated sick leave. This clause can be utilized only in accordance with the PFRS established in accordance with the laws of the State of New Jersey. If no such law or authorization exists this clause shall be invalid. A covered employee is hereby given the option to receive his/her percentage on the same basis as regular salary so that pension deductions will be made, or the employee may elect to take the accumulated percentage in a lump sum. This option must be exercised in writing filed with the Borough Clerk of Clementon within five (5) working days after application for retirement has been filed with the appropriate retirement system. If the option is not exercised in accordance with the provisions of this agreement, Clementon may elect to utilize whichever plan is expeditious and advantageous to Clementon.

If an employee/officer leaves his or her Clementon employment in good standing, for reasons other than retirement, he or she shall be entitled to receive payment, in lump sum, for any unused and accumulated sick leave in accordance with the following schedule:

- (1) After one (1) year of service, an employee/officer may receive pay equivalent to 10% of the unused and accumulated sick leave.
- (2) After five (5) years of service - 20%.
- (3) After ten (10) years of service - 30%.
- (4) After 15 years of service - 40%
- (5) After 20 years of service - 50%

- I. Clementon and the FOP/CPA agree to cap a portion of accumulated sick time for the purpose of selling back at 200 days. The maximum value of the sick time buy-back shall be determined by taking one-third of the officer's prevailing yearly salary rate at the time of retirement.
- J. If a member of the police department is unable to perform his or her duties because of illness, as proven to the satisfaction of Clementon, and has used all of the accumulated sick leave time, vacation time and any other time due the employee/officer, health, medical and life insurance coverage shall be continued on said employee for a period not to exceed six (6) months, or until he/she returns to duty, or unless his/her services with Clementon is terminated, whichever contingency occurs first.
  - (1) Any officer who retires in good standing and upon eligibility with the PFRS and after meeting the minimum requirements under the PFRS (i.e. age, years of service), shall continue to receive full medical coverage payable by Clementon for the officer, spouse and children up to the age of eligibility according to the insurance carrier insured with on the day of the officer's retirement.
    - (a) If during the course of the retirement the officer becomes deceased and the officer's spouse should remarry the coverage for the spouse shall be terminated.
    - (b) If during the course of the retirement the officer should receive medical coverage either through the employment of the officer or the officer's spouse, Clementon's medical coverage shall be terminated.
  - (2) Any officer who retires in good standing due to a duty-related disability will continue to receive full medical coverage payable by Clementon to include the officer's spouse and children up to the age of eligibility according to the insurance carrier insured with at the date of the officer's disability.
    - (a) If during the course of the disability the disabled officer becomes deceased and the officer's spouse should remarry, coverage for the spouse shall be terminated.
    - (b) If during the course of the disability the disabled officer obtains other medical coverage either through employment or the officer's spouse Clementon's medical coverage shall be terminated, exclusive of the job-related disability.
  - (3) In the event an officer is killed in the line of duty, Clementon will provide at its expense medical coverage for the surviving spouse and the officer's children. This coverage would be in effect for the officer's children up to the

age of eligibility according to the insurance carrier insured with at the date of death. In the event the officer's spouse should remarry, coverage for the spouse shall be terminated.

(4) Clementon and the CPA agree that whatever the current trend of payment/agreement exists at the time of the officer's retirement/death would be in effect for F above.

K. Clementon agrees that an officer is eligible to sell back a portion of the first unused 120 hours earned in a contract year, as follows: 2010 - first 80 hours; 2011 - first 80 hours; 2012 - first 80 hours; 2013 - first 80 hours; and 2014 - first 80 hours.

If an officer elects to sell back the earned unused portion of sick time, Clementon agrees to make a separate payment/check payable in the first pay period in December of each contract year listed above.

#### **Article XX Disability Leave**

In the event an employee/officer is disabled by injury or illness, which occurred in the performance of duty or arising out of his or her employment, that individual shall be granted a leave of absence with full pay and other benefits as provided in this agreement, for a period not to exceed one (1) year. This is conditioned upon the fact that the disability or illness must be a direct result of or arising out of the employment and certified as such by a physician designated by Clementon. Clementon shall require evidence in the form of a physician's report as to the original and continuing disability of such employer/officer. Clementon may request such certifications, from time to time, during the course of the alleged disability or illness and disability payments, from any public source whatsoever, including the state disability plan and worker's compensation insurance, which may be received by the employee/officer, shall be offset against the pay received by the employee/officer. Worker's compensation benefits received by the employee/officer shall be offset against salary to be paid.

If an employee/officer sustains injuries arising out of or in the course of his/her employment, the time lost, as a result thereof, shall not be charged against the sick leave.

#### **Article XXI Funeral Leave**

In the event of a death in the immediate family, an employee/officer shall be entitled a leave of absence (funeral leave) with pay from the date of death to the date of burial, not to exceed three (3) working days.

Notification thereof must be given to the Chief of Police so that other arrangements can be made for manning the shift.

Immediate family shall be defined for the purposes of this Article to be the same definition as found in the Article XIX, including the grandparents of either spouse.

In the event of the death of a member of the officer's family (spouse, child, stepchild), the officer shall be permitted to use a minimum of two (2) weeks sick time without the necessity of a doctor's note. The officer shall be allowed to use a maximum of five (5) weeks sick time at the discretion of the Chief of Police. Sick leave in excess of five (5) weeks must be approved by the Governing Body of Clementon.

### **Article XXII Medical, Eye Examinations**

- A. A medical and eye examination shall be required for all covered employees once each year. These examinations shall be conducted by a physician of the officer's choosing at Clementon's expense. In the event, however, the health insurance coverage purchased by Clementon and provided for the employee/officer shall cover the payment of said examinations, the charges shall be made against the insurance. Clementon shall be provided with a copy of the results of said examinations and these results shall become a part of the personnel file of each employee. These examinations shall be scheduled within one (1) month of the anniversary date of the hiring of each employee/officer.
- B. If it is determined that the employee/officer should have corrective lenses or contact lenses, either new or replacement, Clementon will pay 100% of the costs of such lenses and frames, not to exceed \$300 in a two-year period. If during the course of duty an employee's/officer's corrective lenses, frames, or contact lenses are damaged or destroyed, Clementon will pay 100% of the cost to repair or replace said frames, lenses or contact lenses.

### **Article XXIII Liability and False Arrest Insurance**

Clementon agrees to provide insurance coverage for each officer for liability and false arrest in an amount including, but not limited to, all actual and compensatory damages and applicable attorney's fees. Proof of such coverage shall be on file with the Borough Clerk. A copy of the policy shall also be maintained at the police department.

## **Article XXIV Life Insurance**

Employees/officers covered by this agreement shall be provided with group life insurance in the amount of \$20,000. The cost thereof shall be paid by Clementon. It is understood that employee/officer as a member of the retirement system of the state of New Jersey may be entitled to group life insurance as provided under separate laws. In the event Clementon decides to change insurance companies providing the above-stated coverage, there shall be no detriment to the covered employee/officer.

## **Article XXV Health Insurance Coverage**

### **Health Insurance Coverage:**

Clementon agrees to pay the full cost and provide medical coverage for eligible employees/officers and their immediate families. The coverage shall consist of the New Jersey State Health Benefits Plan ("NJSHP"), or a plan equal to or greater than that plan, agreed to by both parties.

In addition, all officers and their immediate families will be enrolled in the NJSHP Prescription Program paid by Clementon. The employee/officer shall be responsible for whatever co-payments are required by the NJSHP during the term of this agreement.

In addition, all officers will be enrolled in the New Jersey State Disability Insurance, when available to enroll, with the understanding that the officers will pay their portion.

### **Dental:**

Clementon agrees to provide a dental plan through the Z1 Guardian Dental Plan or future plan of equal or greater coverage.

## **Article XXVI College Credits**

During the time when an officer is attending an institution of higher learning to obtain college credits toward a degree or certification in law, law enforcement, or public administration, Clementon agrees that it will pay said officer the sum of \$5 yearly for each college credit (to a maximum of 60 credits). Said payment shall be made to the officer during the time that he/she is actually enrolled in and attending said institution. The payment shall be made annually, during the first pay period in December. In view of the fact that the curriculum normally commences in September of each year, the \$5 sum shall be apportioned accordingly.

## **Article XXVII** **Clothing and Equipment Allowance**

Clementon shall pay clothing and equipment allowance of \$1,500 for the calendar years of 2010, 2011, 2012, 2013, and 2014 to those employees covered under this agreement. Said sums of money shall be used to maintain, repair and replace duty uniforms and equipment. Officers assigned to the Detective Division shall use this money for civilian clothing which is worn during the performance of their duties.

If Clementon changes the uniform, Clementon will bear the expenses of adequate initial issue and said expense will not be deducted from the allowance, as aforesaid. It is understood and agreed that this clothing and equipment allowance is to be utilized for the purpose set forth in the preceding paragraph. The clothing allowance shall be paid in one lump sum on the first pay period in the month of June.

Travel Expenses - "Coming and Going Clause. Clementon agrees to reimburse each officer \$1 per year for utilizing their personal vehicle(s) for travel to and from work, court, depositions, community relation and other duty-related or special assignments. A check will be issued/paid to each officer within the second fiscal quarter of each contact year.

## **Article XXVIII** **Range Allowance**

Clementon agrees to reimburse each officer a range allowance of \$300 for the calendar years 2010, 2011, 2012, 2013, and 2014. A reimbursement will be made to the officer upon presentation of a receipt of proof of membership to a gun range.

## **Article XXIX** **Salaries**

Effective January 1, 2010, the salary rates shall be as set forth below. Salary increases for each salary in grade and level for the following years: 2010 - 3.0%; 2011 - 3.0%, 2012 - 3.0%, 2013 - 3.0%, and 2014 - 3.0%.

## Entry Level Police Officer: (Newly Hired Officers)

	January 1, 2010	January 1, 2011	January 1, 2012	January 1, 2013	January 1, 2014
Academy Level	\$33,457	\$34,461	\$35,495	\$36,560	\$37,657
Academy Grad					
1 <sup>st</sup> six months	\$37,360	\$38,481	\$39,635	\$40,824	\$42,049
2 <sup>nd</sup> six months	\$41,514	\$42,760	\$44,042	\$45,364	\$46,725
Level - 1	\$45,541	\$46,907	\$48,314	\$49,764	\$51,257
Level - 2	\$50,273	\$51,781	\$53,335	\$54,935	\$56,583
Level - 3	\$56,396	\$58,087	\$59,830	\$61,625	\$63,474
Level - 4	\$61,823	\$63,677	\$65,588	\$67,555	\$69,582
Level - 5	\$67,249	\$69,266	\$71,344	\$73,484	\$75,689
Level - 6 (top)	\$72,675	\$74,855	\$77,101	\$79,414	\$81,796
Corporal	\$73,327	\$75,527	\$77,792	\$80,126	\$82,530
Sergeant	\$77,604	\$79,932	\$82,330	\$84,800	\$87,344

New hires anniversary date for the Step Program will be the date of graduation from the Police Academy or date of hire if trained.

## Article XXX Fifty-Third (53<sup>rd</sup>) Week/Pay Period

In the event a 53<sup>rd</sup> week/pay period occurs in a calendar year, Clementon agrees to allow an officer to deduct/sell back an additional 40 hours in that year from his/her accumulated (vacation, personal or sick days) in any combination for the purpose of making up for the 53<sup>rd</sup> week/pay period without making additional deductions from their annual salary.

## Article XXXI Severability

In the event any provision of this agreement shall be held by operation of law or by order of any court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of said agreement shall not be affected.

It is further agreed that in the event any provision is finally declared invalid or unenforceable, the parties shall meet within 30 days of written notice by either party to negotiate concerning for such clause or clauses.

## Article XXXII Communicable Diseases

In the event an officer contracts a serious communicable disease, a rebuttable presumption shall arise that said officer contracted the disease in the course of his or her employment. The onset of a disease is assumed to be from an incident or individual which likely had given rise to the disease.

### Article XXXIII Training Day

If an officer is scheduled for a training day outside of the Department on a scheduled work day and the training lasts more than fifty percent (50%) of his/her normal shift, the officer will be paid for a full work day. If an officer is scheduled for a training day outside of the Department on a scheduled day off, the officer will be paid for the actual time spent in training at the rate of one and a half times (1.5) per hour.

IN WITNESS WHEREOF, the parties hereto agree to the following Articles negotiated and all monies owed to the officers will be retroactive to January 1, 2010 and shall be paid after passage of the 2010 Municipal Budget or within two (2) weeks of the date of this agreement, and have set their hands and seals on this 16<sup>th</sup> day of FEBRUARY 2010.

Attest:

  
\_\_\_\_\_  
Jenai L. Johnson, Clerk

BOROUGH OF CLEMENTON

  
\_\_\_\_\_  
Mark Armbruster, Mayor

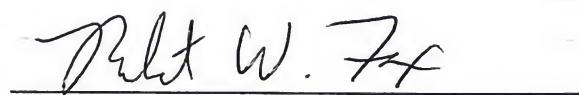
Attest/Witness:

CLEMENTON POLICE ASSOCIATION

Attest:

  
\_\_\_\_\_  
FOP NEW JERSEY LABOR COUNCIL,  
INC.

\_\_\_\_\_  
, Sec.

  
\_\_\_\_\_  
Robert W. Fox  
, Pres.